

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS

**Q 1010 LAMAR PROPERTY, L.P.,**

**Plaintiff,**

**vs.**

**YPI 1010 LAMAR, LLC and ZAYA S.  
YOUNAN,**

**Defendants.**

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**Civil Action No. 4:12-cv-01949**

**AGREED TEMPORARY RESTRAINING ORDER**

By agreement of Plaintiff Q 1010 Lamar Property, L.P. and Defendant YPI 1010 Lamar, LLC, Plaintiff is granted a Temporary Restraining Order restraining and enjoining Defendant YPI 1010 Lamar, LLC and its respective officers, managers, agents, partners, servants, employees, and attorneys, and anyone acting in concert with them, from engaging or performing, directly or indirectly, any of the following acts:

(a) transferring, concealing, destroying, defacing or altering any of the instruments, documents, ledger cards, books, records, printouts or other writings relating to the Building and the Collateral (as those terms are defined in Plaintiff's First Amended Verified Petition), or any portion thereof;

(b) spending, distributing, dissipating, or otherwise using any income from the Building except for in the ordinary course of business (which does not include any payments to the Borrower or Guarantor for any reason except for valid expenses of the Building and management fees of 4% and construction management fees) without the consent of Plaintiff, and

(c) transferring, conveying, assigning, pledging, selling, changing ownership, vesting of title to, or otherwise disposing of any portion of the Building or the Collateral without the consent of Plaintiff (which may be given or withheld in Plaintiff's sole discretion).

Nothing herein should be construed as precluding the execution of new leases in the building or renewals. Likewise, nothing herein shall preclude Defendant YPI 1010 Lamar, LLC's payment of its reasonable and necessary attorneys' fees incurred in defending this action from income of the Building.

It is further ordered that this Agreed Temporary Restraining Order will expire upon a date ten (10) days after Defendant YPI 1010 Lamar, LLC provides written notice to Plaintiff that Defendant YPI 1010 Lamar, LLC intends to terminate this Agreed Temporary Restraining Order.

It is further ordered that the cash deposit of \$5,000.00 previously posted by Plaintiff with the state court clerk prior to removal of this action constitutes adequate security for this Agreed Temporary Restraining Order.

SIGNED this \_\_\_\_\_ day of July, 2012

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PRESIDING JUDGE

AGREED:

/s/ Pat Mizell  
Pat Mizell  
Counsel for Plaintiff

/s/ Justin Waggoner  
Justin Waggoner  
Counsel for Defendants